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ENVIRONMENTAL RESTORATION, LLC

USEPA REGION 8  
*Request for Proposal G8-15*  
*Portal Opening and Support*  
*Due Date August 01, 2014*

**Request for Proposal**  
**RFP# G8-15-001**

**Gold King Mine**  
**Cement Creek Mining District, Silverton, Colorado**

**For**

**United States Environmental Protection Agency Region VIII**  
**Emergency and Rapid Response Services Contract**  
**Task Order # 002**

**July 14, 2014**



## Table of Contents

### Introduction

#### 1.0 General Scope of Work

##### 1.1 Site Background

#### 2.0 Description of Work

##### 2.1 Definitions

##### 2.2 Applicable and Relevant Regulations (ARAR's)

#### 3.0 Project Technical Requirements

#### 4.0 General Services

#### 5.0 Project Specific Requirements

##### 5.1 Cleanup Criteria

##### 5.2 Pricing Format

##### 5.3 Disposal

##### 5.4 Measurement, Payment and Definitions

###### 5.4.1 - Bid Item 1.0 - Mobilization

###### 5.4.1.1 Project Safety

###### 5.4.1.2 Measurement and Payment for Mobilization

###### 5.4.2 - Bid Item 2.0 - Time and Materials Rate Sheet

###### 5.4.2.1 Measurement and Payment

###### 5.4.3 - Bid Item 3.0 - Demobilization

###### 5.4.4 - Bid Item 4.0 - Bond Cost

#### 6.0 Terms and Conditions

##### 6.1 General

##### 6.2 Insurance Requirements

##### 6.3 Safety

##### 6.4 Subcontractor Generated Waste

##### 6.5 Personnel

##### 6.6 Work hours

##### 6.7 Administrative / Project Specific

###### 6.7.1 Wages

###### 6.7.2 Reports

###### 6.7.3 Flow-downs Provisions

###### 6.7.4 Bonds

###### 6.7.5 Permits

###### 6.7.6 Lien Waivers

###### 6.7.9 Construction Management Plan

###### 6.7.10 Patents / Proprietary Equipment / Technologies

###### 6.7.11 No Discharge to Storm Sewer or Waterways

###### 6.7.12 Access to Work

Commented [MS1]: Potentially leave these clarifications in?



ENVIRONMENTAL RESTORATION, LLC

USEPA REGION 8  
Request for Proposal G8-15  
Portal Opening and Support  
Due Date August 01, 2014

USEPA REGION 8  
Request for Proposal GT8-24  
sign/Build Tunnel/Bulkhead  
Due Date March 03, 2014

Table of Contents (continued)

- 7.0 Pre-Bid Meeting and Site Showing
- 8.0 Receipt of Proposal
  - 8.1 Award of Subcontract
  - 8.2 Subcontract List
- 9.0 Measurement and Payment
- 10.0 Final Inspection

Attachments as listed below:

Attachment A	Upper Gold King Temporary Access Support Guidelines and Proposal Acknowledgment
Attachment B	Schedule of Pricing & Optional Pricing Page
Attachment C	ERRS Flow Downs & Representations & Certifications
Attachment D	Wage Determinations (DBA & SCA)

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## 1.0 General Scope of Work

The U.S. Environmental Protection Agency (EPA) has tasked Environmental Remediation, LLC (ER) of ERRS Region 8 Contract Number EPS81302, to procure and manage the reopening and ground support construction at the Gold King Mine – 7 Level adit in San Juan County near Site in Silverton, Colorado.

The successful bidder / subcontractor shall mobilize all labor, material, equipment, and supplies necessary to perform as directed by ERLLC/EPA and in compliance with the attached Gold King Mine Temporary Access Support Guidelines (Deere & Ault, 2014).

Environmental Remediation LLC shall award a performance Subcontract as a result of this solicitation. The successful bidder will be selected based on demonstrated experience with similar construction, ability to commence and complete work by September 30 2014, and cost.

### 1.1 Site Background

The Upper Gold King Mine – 7 Level portal is located at elevation 11,450 feet on the north side of the North Fork Cement Creek, approximately eight miles north of Silverton, Colorado. The adit portal and a portion of the tunnel collapsed, is estimated to be at least 700 feet long. A safety closure and pipe were installed by the Department of Reclamation and Mine Safety (DRMS). The adit flows at approximately 50 100 gpm. It is necessary to reopen the Gold King Mine – 7 Level and provide access for EPA and DRMS to assess the sources of inflow and quality of water within the mine – with typical dimensions of 10 feet wide and 10 feet tall. Current ground support allegedly consists of three to four timber or steel sets in the first 100 feet in from the portal.

According to a former miner, typical tunnel dimensions are 10 feet wide and 10 feet tall. At the time when the mine was worked in early 1990's, there was minimal ground support in the first 100 feet in from the portal. Reportedly, the next 600 foot section of the adit is bald (no support) until a collapse is reached at 700 feet. The adit was driven around the collapse. Further conditions are unknown. Current ground conditions may not be consistent with the above information. At the time (late 1980s early 1990s) there were only minor water seeps. More recently the adit portal was sealed and a drainage ditch installed.

In support of work being considered at the nearby Red & Bonita Mine Site it is necessary to reopen the Gold King and provide access for EPA and DRMS to check for a possible hydraulic connection between the two abandoned mines. The attached Gold King Mine Temporary Access Support Guidelines provide specifications for construction using materials available from the site owner and are based on limited historical knowledge. The complete scope of work to be performed is unknown and therefore ERLLC is soliciting for time and materials rates.

### 2.0 Description of Work

The work includes mobilizing and demobilizing surface and underground equipment and materials to establish operations. Underground work tasks include providing Health & Safety, establishing necessary ventilation, temporary utilities and safe travel way in the underground workings; cleaning scaling and preparing the portal area; controlling mine water flow and providing any devices necessary to surface in delivering material to and from work areas.

The blockage in the adit must be removed in a manner to prevent a surge of impounded mine water from being released. Specifically, water impounded behind the blockage must be drawn down in a controlled manner as the blockage is removed. In addition, the flow from the adit must be directed into the existing channel or other conveyance provided by ERLLC.

Commented [MS2]: We should ask for a plan as to how?



ER will conduct operations in oversight management of surface and underground work activities to include construction & maintenance of repository, retention pond & water treatment, access road maintenance, office trailer, utilities to trailer and portable toilets.

The Scope of Work for the project includes; providing Health & Safety, payment and performance bonds, participation in meetings as needed, obtaining all required licenses and permits (local, state, federal, other) mobilization, structural installation, technical oversight, structural operations and demobilization.

ER shall require the Subcontractor to provide all necessary labor, equipment, material, supplies, disposal and testing to perform the work as described in the attached guidelines and as necessary to complete the performance requirements specified for all phases of work.

The Subcontractor shall dispose of all generated waste material(s) (i.e. water, muck, rock, etc.) as a result of construction from this site to the surface retention pond and repository. **If necessary**, Any waste material (mentioned above) is to be shipped off site ER will provide this task in compliance with EPA's CERCLA off-site rule and all existing laws and regulations of the United States, State, County, Township or other Governmental agency, where applicable. All offsite disposal including manifesting, documentation, and final disposition shall be performed by the ER Response Manager and signed and approved by the EPA OSC prior to removal and transportation for disposal.

During work activities, the subcontractor shall remove from the vicinity of the work and haul all rubbish, trash, garbage, and construction debris to an approved disposal site.

## 2.1 Definitions

- **Generator** - U.S. Environmental Protection Agency, Region VIII
- **Contractor** – Environmental Restoration L.L.C. (ER)
- **Subcontractor** - The successful bidder which will perform all work on site
- **Work** - The term Work includes all engineering, labor, materials, equipment, services, and incidentals necessary to successfully complete the specifications described in this Request for Proposal and in the ERRS Region VIII Subcontract Agreement
- **ARARS** - Applicable or Relevant and Appropriate Regulations
- **Response Manager (RM)** – ER's Site Specific Project Manager
- **EPA OSC** – U.S. Environmental Protection Agency, On-Scene Coordinator

## 2.2 ARARs

Personnel on site will follow all pertaining ARARs in reference to MSHA and OSHA in performing work on this site.

## 3.0 Project Technical Requirements

The proposed reopening of the adit is expected to include removing the colluvial rock and debris blockage and constructing the portal and placing ground support as necessary for the initial 70-100 feet inby. Ground conditions are described in the attached guidelines based on limited historical information. The selected subcontractor will, at the direction of ERLLC/EPA, follow the guidelines to construct a portal and establish safe ground control for temporary access. Additionally, subcontractor may be tasked with construction of retaining/settling ponds below the portal and assistance with installing stream diversion pipe.

The technical site information provided within this RFP has been provided by USEPA & Colorado Division of Reclamation Mining & Safety and is based on the work of others. Environmental Restoration L.L.C. assumes no responsibility or liability for the accuracy, completeness, or integrity of any information within the RFP. It is the bidder's sole responsibility to confirm the validity and accuracy of all data and information





provided within the RFP. Submittal of a proposal will serve as confirmation that bidders have confirmed all information within the RFP, or obtained sufficient other information to fully understand all site conditions and potential limitations that may hamper their technical approach.

Each interested bidder will submit a Proposal that includes a list of similar projects (3 minimum) completed by personnel to be assigned to this work, list of key personnel and their appropriate training credentials, a proposed crew size and consistency and a rate schedule that includes all proposed personnel, equipment and mark-up for subcontracted services and supplies.

Schedule delays resulting from construction of designed structures or verification by others that design specification were not met are the responsibility of the Subcontractor and shall not constitute changed conditions or reimbursement of any type other than those costs associated with the line items. Any downtime resulting from construction of designed structures and verification by others that specifications were not met should be reflected in the project schedule.

This project will be awarded on a 'Best Value' basis, with experience, ability to meet schedule and costs all being taken into consideration.

This procurement can be delayed, cancelled or terminated for any reason. All bids may be rejected.

#### 4.0 General Services

Environmental Restoration L.L.C. (ER), under the U.S.EPA Region VIII ERRS Contract will serve as Prime Contractor for all site remediation activity. The bidder will be operating as a Subcontractor to ER. Other contractor's onsite may include Weston Services, as U.S.EPA Region 8's START Contractor and Deere & Ault as ERLLC's technical consultant.

For the remainder of this section "Subcontractor" means winning bidder of this RFP.

The Subcontractor shall begin mobilization as defined within their proposed schedule.

Daily progress meetings will be held on site to discuss the following topics:

- Current project status and schedule;
- Impacts to schedule;
- The agreed program of future work, including the subcontractor's proposed action to complete the work on time; and
- Actions to be taken to remedy delays.

#### 5.0 Project Specific Requirements

An award will be made after evaluating bidding contractor's technical proposal, schedule and costs. This RFP may be cancelled for convenience.

The successful bidder will be paid Net60 after receipt of an approved invoice. Weekly invoices are suggested. Daily costs should be provided to the ERLLC Response Manager for cost tracking purposes.

##### 5.1 Cleanup

The subcontractor shall at all times keep the construction area free from accumulations of waste material or rubbish resulting from his work. Upon completion of the work, the subcontractor shall remove from the vicinity of the work and haul all rubbish, trash, garbage, and construction debris to an approved disposal site. Additionally, the subcontractor shall remove from the vicinity all unused materials, and the like, belonging to the subcontractor or used under the subcontractor's direction during construction.

**Commented [MS3]:** If we are citing experience we should ask for past performance?

**Commented [MS4]:** If we are citing compliance with schedule we should define what that needs to be?

**Commented [WS5]:** Mobilization September 3 and Completion September 30



## 5.2 Pricing Format

Pricing will be based on a provided rate schedule and proposed crew size/composition.

## 5.3 Disposal

ER shall be responsible for disposal of any and all "contaminated waste streams" generated by the rehabilitation of Gold King.

## 5.4 Measurement, Payment and Definitions

All items contained in the contract are herein defined and the manner and the method of measurement any payment is described. The bid items on the Schedule of Pricing reflect the actual payment for all labor, equipment, and materials in the project. Any work required for the successful completion of the work which is not itemized shall be considered incidental to the bid items.

Unbalanced bids, as determined through distribution of costs in historic costs using the same technology will either be returned for clarification or removed from consideration.

### 5.4.1 - Bid Item 1.0 Mobilization

Upon receipt of the Notice to Proceed, the Subcontractor shall furnish, mobilize, move in, and install such temporary works and all safety equipment, supplies, and other items and equipment as are necessary for meeting safety regulations and the successful completion of the project work. The Subcontractor shall also operate and maintain such temporary works and equipment throughout the period of construction. All applicable temporary works shall fully comply with all rules and regulations.

#### 5.4.1.1 - Project Safety

All OSHA regulations concerning working in a confined space environment must be followed during the conduct of this project. OSHA has jurisdiction over workers and safety at this project, so the Subcontractor must be aware of all OSHA safety regulations that pertain to the work and jobsite. MSHA regulations are commonly referenced throughout this Bid Document where they are more stringent or more site-specific to underground mining tasks and operations. The Subcontractor must have a working knowledge of and follow all MSHA regulations governing underground-hardrock mining operations during the conduct of this project. **All of Subcontractor's employees working or entering underground MUST possess MSHA form 5023 40-hour underground hardrock miner training. Each piece of motorized underground equipment must conform to all applicable MSHA regulations.**

MSHA regulations will always be followed except in any cases where the equivalent OSHA rule is more stringent than MSHA. In case of accident or injury, OSHA has ultimate jurisdiction over workers and safety at this project.

The Mobilization Task includes establishment of all surface infrastructure, including placement of fire extinguishers, first aid kits, first-aid stretcher stations and flammable liquids storage, fuel storage, and all other MSHA required equipment and materials, including proper placarding and warning signs as required by MSHA regulations. Sanitation facilities and all MSHA first aid and safety equipment are required.

Copies of all proposed personnel safety certifications should be provided with the Health and Safety Plan. Certifications for personnel used after delivery of the HASP must be provided prior to the person being mobilized.

**Commented [MS6]:** Should we require vendor to provide schedule w/in XX days? If nothing else so we can schedule our folks

**Commented [MS7]:** This is not considered a confined space as I understand it

**Commented [MS8]:** Provide copies of personnel after NTP & schedule is issued?





**ENVIRONMENTAL RESTORATION, LLC**

**USEPA REGION 8  
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Portal Opening and Support  
Due Date August 01, 2014**

**USEPA REGION 8  
Request for Proposal GT8-24  
sign/Build Tunnel/Bulkhead  
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Costs for Bonds, Insurance, and preparation of the **Health and Safety Plan**, all safety equipment, required training, and establishment of safe operations on site shall also be included in the Mobilization Task. ER will not reimburse for additional training outside of initial mobilization costs.

**5.4.1.2 - Measurement and Payment for Mobilization**

No measurement for payment shall be made for mobilization. Payment of full lump sum price bid will be made with the first monthly progress payment after completion of the work described above for mobilization.

**5.4.2 - Bid Item 2.0 Time and Materials Rate Sheet**

Bidders shall provide a T&M rate sheet that includes all expected labor classes, equipment and subsistence and lodging costs. A percentage-based markup shall be identified for purchase or rental of items not on the rate sheet.

**5.4.2.1 - Measurement and Payment**

Daily Work Reports (DWR) shall be provided to the ERLLC Response Manager that identifies each days costs. The RM will review the DWR within 24hrs. The subcontractor will use the approved DWRs to create periodic invoices.

**5.4.3 - Bid Item 3.0 Demobilization**

Upon completion of the work under this Contract, the Subcontractor shall remove all temporary facilities, underground temporary infrastructure, and equipment. The Subcontractor shall remove from the work site all rubbish, unused materials, and shall fill and dress all holes and disturbances made for convenience, and leave all areas in good order and condition, subject to the approval of the Project Response Manager and the USEPA On-site Coordinator.

**5.4.3.1 - Measurement and Payment**

No measurement for payment shall be made for Demobilization. Payment of full lump sum price bid will be made with the first monthly progress payment after completion of the work described above for demobilization.

**5.4.4 - Bid Item 4.0 Bond Cost**

The mandatory 100% Performance and Payment Bond price will be provided as a lump sum item and to be issued to ER within 5 business days of award. Additionally if for any reason the price were to increase additional bond coverage will be required.

**6.0 Project Terms and Conditions**

**6.1. General**

The Subcontractor shall provide all engineering, analytical, labor, materials, and equipment necessary for the scope of work provided above per the following specification attachments and references. No other work shall be performed unless written direction is provided by the authorized Environmental Remediation LLC representative in the form of a Change Order.

The Subcontractor shall research any and meet all requirements of the State of Colorado as to design and constructions laws, and fully investigates and comply with the need / potential need for a Professional Engineer's review and stamp for project plans. This review shall be fully represented in your submitted schedule and costs.





**ENVIRONMENTAL RESTORATION, LLC**

**USEPA REGION 8  
Request for Proposal G8-15  
Portal Opening and Support  
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**USEPA REGION 8  
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**6.2 Insurance Requirements**

Minimum Insurance Requirements per each subcontractor utilized under this SOW:

- o Minimum of \$1,000,000.00 Comprehensive General Liability Insurance
- o Minimum of \$1,000,000.00 Automobile Liability Insurance
- o Workers Compensation Insurance – Statutory
- o Insurance Environmental Restoration, LLC, shall be named as additional insured.
- o Requirement that Environmental Restoration, LLC be notified in writing a minimum of 30 days prior to any change in, or cancellation of any or all of policy

Date of certificate must be current and dated within 30 days of receipt by ER LLC

**6.3 Safety**

The Subcontractor personnel and equipment shall comply with all safety requirements set forth in applicable State, Federal and local laws and regulations. The Subcontractor shall ensure that all its employees perform the work in a safe manner by conforming to the Subcontractors and ER's Health & Safety Plan.

The Subcontractor will be liable for any and all damages it causes to the premises and /or property including the costs due the any disruption of business operations to nearby facilities.

The Subcontractor shall obtain all permits, licenses, and other forms of documentation required for compliance with such laws and regulations.

The Subcontractor personnel and equipment shall comply with all safety requirements set forth in applicable State, Federal and local laws and regulations including the requirements in MSHA and OSHA. The Subcontractor shall ensure that its employees perform the work in a safe manner. The Subcontractor shall also supply all spill containment equipment, safety equipment and materials required to comply with this statement of work.

The Subcontractor shall adhere to the provided ER health and safety plan as well as provided site specific health and safety plan for underground mining operations to be submitted for inclusion with the ER site plan and approved by the ER's Safety Officer which identifies potential hazards, worker protection and procedures for the scope of work described in this RFP. As per the submitted site-specific health and safety plan, the person(s) identified in the plan shall administer (In complete coordination and absolute cooperation with ER) and implement the plan with Subcontractor personnel. The Site Health and Safety of all personnel is the number one priority for this and all ER projects and worksites. All other ER Health and safety rules shall be followed.

The Subcontractor's Health and Safety Plan must also incorporate all aspects of safety as it applies to providing a safe environment for traffic, residents, pedestrians, and the general local population.

**6.4 Subcontractor Generated Waste**

All efforts shall be made by the Subcontractor to minimize waste generated during the underground and surface operation. Any unnecessary wastes generated and disposal expenses including associated costs will be the responsibility of the Subcontractor. The Subcontractor shall supply all spill containment equipment, safety equipment and materials required to comply with this statement of work.

Any chemicals brought to the site by the Subcontractor must be accompanied by an MSDS. The



**ENVIRONMENTAL RESTORATION, LLC**

**USEPA REGION 8  
Request for Proposal G8-15  
Portal Opening and Support  
Due Date August 01, 2014**

**USEPA REGION 8  
Request for Proposal GT8-24  
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Due Date March 03, 2014**

Subcontractor shall be responsible for storage, and spill containment of any chemicals brought to the site.

In addition to any reporting requirements imposed by law, the Subcontractor shall report to the Response Manager all spills and personnel exposures involving any waste from this site. Such reports for these incidents shall first be reported by telephone or personal contact immediately, or in no event longer than 24 hours following discovery of the incident and followed up in writing no later than seven days after the initial report.

**6.5 Personnel**

The Subcontractors work and tasks shall be given the constant attention and diligence necessary to facilitate the successful progress thereof, and shall cooperate with the ER's Response Manager and the EPA's representative in every way necessary to the successful completion of the project.

The Subcontractor shall have at the job site at all times as his agent a competent superintendent thoroughly experienced with the scope of work involved, and capable of executing directions of ER without delay, and to promptly supply such materials, equipment, tools, labor and other incidentals as may be required. This superintendent shall be posted to the project for the life of the subcontract, and shall not be removed or replaced without approval by the ER Response Manager. The Superintendent shall be an agent of the Subcontractor and shall be authorized by the Subcontractor to propose and execute change orders.

The Subcontractor will only provide qualified workers who have the necessary training and experience as required by the site specific Health and Safety Plan. If a Subcontractor employee does not abide by the specific project requirements, they shall be immediately discharged from the site and not allowed to return unless authorized by ER. Replacement cost from anyone discharged from the site shall not be a cost to ER.

**6.6 Work Hours**

Bidders will be expected to work Monday through Saturday. Typical hours will be 0700-1730. Additional hours will be at the discretion of the ER Response Manager.

**6.7 Administrative / Project Specific**

The following conditions apply in addition to the work agreement.

**6.7.1 Wages.** All work activities performed at the site shall be considered Davis Beacon Act work (see attached DBA Wage Determination), unless described as Service Contract Act work by ER. This includes all sub-tiers. Final definition of SCA / DBA work elements will be defined at the site walk or through later email correspondence. Certified payrolls are required to be submitted weekly.

**6.7.2 Reports.** Daily Work Reports; The Subcontractor will be required to maintain and submit a daily activity log which, at a minimum briefly describes the work performed each day, a list of labor and equipment used, and any problems encountered. Final format of the Daily plan will be based on winning bidders example (as required as part of the technical submittal).

**6.7.3 Flow-down Provisions.** The attachments to the RFP contain ER's general conditions and government-required Flow-down clauses that are applicable to all Subcontractors including sub-tiers. Please review this document carefully and return them signed with your bid. Failure to complete all Attachments of the RFP may cause the proposal to be considered non-responsive.

**6.7.4 Bonds.** The Subcontractor shall provide Treasury Listed performance and payment



bonds with ER as listed shall be received within 5 days of NTP.

- 100 % performance and payment bonds of the total bid amount

6.7.5 Permits. Subcontractor warrants that is has in effect and will maintain all permits, licenses, governmental authorizations and approvals required for the scope of work.

6.7.6 Lien Waivers. Subcontractor shall submit executed lien waivers for any and all vendors along with invoices for payment.

Commented [MS9]: Reworked this and left out dual oblige of EPA.

Commented [MS10]: Added it just to be clear

## 7.0 Pre-Bid Meeting and Site Showing

A mandatory pre-bid meeting and site showing will be held at the Gold King Mine jobsite on ~~XXXXXX~~ July 30, 2014 at 10:00 AM. Interested bidders will meet at the parking area/switch back immediately above the Colorado Goldfields facility and arrangements to carpool to the site will be made based on turnout.

Commented [MS11]: List specific location?

Bidders are cautioned that, notwithstanding any remarks or clarifications given at this meeting and site showing, all terms and conditions of the contract documents remain unchanged unless they are changed by written amendment issued by the ER. If the answers to questions or any amendments. The purpose of the Pre-Bid meeting is to afford potential bidders the opportunity to inspect the proposed work and access conditions. Attending the entire Pre-Bid meeting is mandatory. Bidders are advised to be prompt. A sign-in sheet will be available at the Pre-Bid meeting for firms to register their attendance. It is the bidder's responsibility to make certain their attendance is recorded on the sign-in sheet. **Each individual may represent him/herself or a single company for the purpose of bidding. Signing the Pre-Bid Meeting attendance list to represent more than one person or company is not permitted.** Failure to sign in AND sign out, as directed by the Project Response Manager, will be cause for rejection of a bid.

## 8.0 Receipt of Proposal

Bids are due August 08<sup>th</sup>, 2014 at 3:00 PM MST. Pricing shall be submitted on the attached Schedule of Pricing form attached to this RFP. Fax or e-mail bids shall be accepted with the original to follow via regular mail. Pricing is required to be effective the duration of the contract.

Bidders shall submit three copies of their proposa

Commented [MS12]: Do we need these?

A late proposal or modification of proposal may be grounds for elimination as a viable bid. Alternate proposals may be submitted but schedule may dictate little or no review of alternates.

**Submit Proposals to:** Environmental Remediation LLC  
1666 Fabick Drive  
St. Louis, MO 63026  
Attention: [REDACTED]

[REDACTED] Phone  
[REDACTED] Fax  
E-mail to [REDACTED]

The technical proposal submitted shall be in sufficient detail to adequately describe the needed information but the content shall be limited to approximately 50 pages including all, text, tables, drawings and references, excluding specific plans defined and required as part of the proposal. Technical proposals may, at the submitter option, include calculations; equipment cut sheets, and other information that will support a given technical approach.





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USEPA REGION 8  
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### 8.1 Award of Subcontract

Bidders should note this is an EPA time-critical removal project and that bidder's inability to provide an aggressive, but realistic, schedule and demonstrated ability to provide all required resources on schedule, will be considered during the evaluation process. Be advised this RFP does not guarantee the work will be performed, and makes no guarantee on quantities. The actual quantities may be greater than or less than the quantity specified in the Scope of Work.

ER reserves the right, without qualification, to accept or reject any and all quotations, to award a subcontract as a result of this RFP, and to request additional clarifying information through written information on addenda's. All quotations should be submitted with the most favorable pricing. ER intends on awarding a "Best Value" subcontract based on a combination of technical proposal, past performance, references, schedule, and price.

ER and the USEPA reserve the right to ask for additional details and clarify technical proposals. Under no circumstance is ER's award of a contract to be construed as 'approval' of a technology or approach by either ER or the USEPA. Meeting the performance specification defined within this RFP remains the sole responsibility of the successful bidder.

Any exceptions to the RFP may cause the proposal to be rejected. Please ask all questions prior to submission of proposals and allow ample time for response. Due to project time constraints ER does not envision extending the proposed "due date" for proposals.

By submitting a Proposal the Bidder agrees/consents that ER in determining the successful bidder and their eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, technical proposal, reputation in the industry, and other factors which could affect the Bidder's performance of the work.

### 8.2 Subcontractor List

Each bidder shall list in the spaces provided in the Proposal Form (1) the name and address of each Subcontractor proposed to perform any portion of the work described under this Request for Proposal if the total amount of the work exceeds 10% of the total Contract amount, and (2) the portion of the work to be performed by each Subcontractor.

### 9.0 Measurement and Payment

All items contained in the contract are herein defined and the manner and the method of measurement of any payment are described. The bid items on the Schedule of Pricing reflect the actual payment for all labor, equipment, materials and all other costs associated with the completion of the performance work and to be all inclusive of the complete scope of work. The costs shall include all incidentals such as engineering work, administrative work, mobilization, demobilization and miscellaneous costs.

Payment requests will be submitted and approved by the ER Response Manager based on the actual percentage of work performed in relation to performance and scheduled milestones. **Payments terms are 60 days after receipt and acceptance of a valid invoice.**

### 10.0 Final Inspection

Before final acceptance, all ground occupied by the Subcontractor shall be cleaned of all rubbish, excess materials, temporary structures, equipment, and all parts of the work site shall be left in a neat and presentable condition. This work shall be done to the satisfaction of the ER Response Manager. A final inspection of the work site shall be done by the ER Response Manager and the Subcontractor for final acceptance of the work.



**ENVIRONMENTAL RESTORATION, LLC**

**USEPA REGION 8  
Request for Proposal G8-15  
Portal Opening and Support  
Due Date August 01, 2014**

**USEPA REGION 8  
Request for Proposal GT8-24  
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Due Date March 03, 2014**

A final punch list shall be made by ER and the Subcontractor during the final inspection which will detail to fully outline to the Subcontractor:

- a) Work to be completed, if any;
- b) Work not in compliance with the drawings or specifications, if any;
- c) Unsatisfactory work for any reason, if any.

Any deficiencies found during this final inspection shall be identified in writing from the ER Response Manager, and corrected immediately by the Subcontractor.

Final payment to the Subcontractor shall be made in accordance with the ER work Agreement and receipt of lien waivers.



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USEPA REGION 8  
Request for Proposal G8-15  
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USEPA REGION 8  
Request for Proposal GT8-24  
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Due Date March 03, 2014

Attachment A  
UPPER GOLD KING TEMPORARY ACCESS SUPPORT GUIDELINES  
AND  
PROPOSAL ACKNOWLEDGMENT

<b>To:</b>	Environmental Remediation LLC	<b>From:</b>	
	1666 Fabick Dr.		(company name)
	St. Louis, MO 63026		(street address, city, state and zip)
			(telephone number)
<b>Site Name:</b> Gold King Mine Site G8-15			
<b>Location:</b> Silverton , Colorado			

The Subcontractor proposes to provide all equipment, labor, materials, and equipment necessary for the scope of work provided above and per Request for Proposal G8-15-001 and all attached drawings and specifications relative to the terms and conditions provided for the consideration of the bid prices provided herein on the pricing schedule.

The Subcontractor agrees they have examined the RFP and the extent of the scope of work, have examined the provided drawings, specifications, attachments, and examined and understands all existing local conditions relative to site access, city codes and permits, hazards, labor, and any other conditions affecting, or which may be effected by, the scope of work.

The Subcontractor acknowledges receipt of the following addenda:

Addenda # \_\_\_\_\_





ENVIRONMENTAL RESTORATION, LLC

USEPA REGION 8  
Request for Proposal G8-15  
Portal Opening and Support  
Due Date August 01, 2014

USEPA REGION 8  
Request for Proposal GT8-24  
sign/Build Tunnel/Bulkhead  
Due Date March 03, 2014

Attachment B

SCHEDULE OF PRICING

RFP# G8-15-001		Gold King		
ITEM	DESCRIPTION	EST. VOLUME	\$ PER UNIT	TOTAL
1.0	Mobilization	Lump Sum	\$	\$
2.0	Rate Sheet Attach separately			
3.0	Demobilization	Lump Sum	\$	\$
4.0	Bond Costs	Lump Sum	\$	\$
5.0	Total Cost (Items 1, 3 & 4)			\$
<i>Note: All charges, including up to five required onsite meetings for both superintendent and senior engineer, anticipated to be part of completion of the scope of work, should be included in the above bid. These charges include such items as all applicable taxes, license fees, handling fees, etc.</i>				
<i>Unbalanced bids, as determined through comparing bids to distribution of historic costs using the same technology, will either be returned for clarification or removed from consideration, at the sole discretion of ER.</i>				
Company Name:			Date:	
Project / Technical Contact:			Phone:	
EPA ID #:				

Please refer to RFP# G8-14-001 regarding correspondence to your quotation. Any questions please contact the representatives below. Bid Due date defined within RFP.

Submit Proposals to: Environmental Remediation LLC  
1666 Fabick Drive  
St. Louis, MO 63026  
Attention: Purchasing

Phone  
Fax  
E-mail to



**ENVIRONMENTAL RESTORATION, LLC**

**USEPA REGION 8**  
***Request for Proposal G8-15***  
***Portal Opening and Support***  
***Due Date August 01, 2014***

**USEPA REGION 8**  
***Request for Proposal GT8-24***  
***sign/Build Tunnel/Bulkhead***  
***Due Date March 03, 2014***

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**Attachment C**  
**ERRS FLOWDOWNS OF REPS AND CERTS**



**ENVIRONMENTAL RESTORATION, LLC**

**USEPA REGION 8**  
***Request for Proposal G8-15***  
***Portal Opening and Support***  
***Due Date August 01, 2014***

**USEPA REGION 8**  
***Request for Proposal GT8-24***  
***sign/Build Tunnel/Bulkhead***  
***Due Date March 03, 2014***

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**Attachment D**  
**WAGE DETERMINATIONS**